

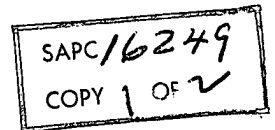
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Westinghouse

ELECTRIC CORPORATION



AIR ARM DIVISION



PHONE: LINTHICUM 1000
FRIENDSHIP INT'L AIRPORT
BOX 746, BALTIMORE 3, MD.

May 28, 1957

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[Redacted Box]

SUBJECT: Contract TA-3034,
Execution of

Attached are three (3) copies of the subject contract signed on behalf of Westinghouse subject to the following exceptions:

- (1) Delete General Provision, Article 35, Quality Control Specification. The provisions of this clause are not applicable to the type of services to be supplied under this contract.
- (2) In Part II of the schedule, change the delivery date of the Final Report from "....made upon completion of Phase 3" to "....made two months after completion of Phase 3." This additional time is required in order for the report to cover the entire program.

It is to be noted that we plan to supply a brief informal operating manual concurrent with delivery of the model. This will supply information necessary for installation, adjustment and operation of the equipment.

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As discussed with [Redacted Box] the changes noted above have been made in the three copies of this Contract returned herewith and initialed by [Redacted Box]. It is requested you indicate your concurrence by initialing these changes.

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[Redacted Box]

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YOU CAN BE **SURE** ... IF IT'S Westinghouse

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In addition, the following comments are submitted.

(1) Breadboard Model

Part II of the Schedule - Performance and Deliveries - may be construed to require that an operating breadboard model be delivered. It has been our intent to build and make use of a breadboard model, but since this may incorporate various items of standard Westinghouse laboratory test equipment, it was not our intent to deliver this as an intact operating system; however, it would be available for inspection while in operation in our laboratory.

(2) Spares

No requirement for Spares is included in the contract. It is recommended that any spares support which is required be determined at the earliest practical time to permit economies in time and costs by procuring components concurrently with those required for Phase 3, Flyable Developmental Model, as well as to assure availability of long-procurement-time items.

(3) Part VI - Special Security Restrictions

It is Westinghouse's understanding that it is acceptable to maintain the "Confidential" classification of the preceding Air Force project for drawings which would normally be classified, such as block diagrams, schematics, assembly drawings, etc.

(4) General Provisions, 12 - Filing of Patent Applications

It should be noted that to date two patent disclosures have been submitted under Westinghouse Internal Order XAA-92423 in anticipation of the subject contract.

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Precision Delay Transistor Multivibrator by [redacted]
[redacted] - Disclosure Book 5221, Pg. 2, dated 3/26/57.

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Variable Delay Transistor Multivibrator by [redacted]
[redacted] Disclosure Book 5221, Pg. 3, dated 5/8/57.

Are we to suppress filing for Patents such as these due to security restrictions?

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- (5) In the event subsequent flight tests are planned in a bailed aircraft, attention is invited to the following.
 - 5(a) Clause 34 - Flight Risk of the General Provisions, provides for the processing of Contractors' requests for approval of its personnel to "operate" bailed aircraft to the "Air Materiel Area Commander having administrative responsibility for this contract". It would, therefore, appear that unless we are specifically authorized to submit our requests for approval of our personnel to a designated Air Materiel Area Commander that we would violate the provisions of Part VI of the Schedule.
 - 5(b) In the event of bailment incorporation, the attached bailment article is suggested.
- (6) In order to avoid delay in parts procurement for the breadboard model, a list of such critical items is now being prepared. It is planned to submit to you this list with their estimated cost and request approval for their procurement prior to completion of Phase 1.

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Sales Engineer

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BAILMENT. It is contemplated by the parties hereto that the Government will bail (in addition to any property listed in this contract as to be "furnished" by the Government) to the Contractor the items listed elsewhere herein for use in connection with the performance of this contract, and that an appropriate written agreement of bailment will be entered into by and between the parties hereto for that purpose. In the event of delay or failure of the Government to bail such property, as aforesaid, the provisions of the clause of this contract entitled "Government Property" relating to failure or delay in the furnishing of property shall be applicable.

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